

**2006 FAUQUIER COUNTY/TOWN OF WARRENTON
BOUNDARY ADJUSTMENT AGREEMENT
HIGHLAND SCHOOL, INC., PROPERTY**

THIS AGREEMENT, made and entered into this _____ day of _____ 2006, by and between the **TOWN OF WARRENTON, VIRGINIA**, A Virginia municipal corporation (hereinafter "the Town") and the **COUNTY OF FAUQUIER**, a political subdivision of the Commonwealth of Virginia (hereinafter "the County").

RECITALS

- R-1.** Highland School, Inc., is the owner of two tracts of land totaling 6.1893 acres, acquired by Deed to Highland School, Inc., recorded in Deed Book 1086, page 2223 in the land records of Fauquier County, Virginia, said parcels being more particularly described as PIN 6985-12-5125-000 (5.8519 acres) and PIN #6985-22-0204 (0.3374 acres). The property is shown on the plat entitled "Boundary Line Adjustment Between Town of Warrenton and the County of Fauquier on the Property of Highland School, Inc.," by H. C. Morton, Huntley, Nyce and Associates, Ltd., dated July 20, 2006, and signed on July 20, 2006, attached to this agreement as **Exhibit A**.
- R-2.** The Town and the County, after due consideration, have determined and agree that their common boundaries should be adjusted and relocated as identified in **Exhibit A**, thereby including within the municipal boundaries of the Town that 6.1893 acre portion of the land identified in **Exhibit A**.
- R-3.** The Town and the County have determined that such relocation of boundaries is necessary to have the entire school under one governmental and permitting authority in order to facilitate the use of the property for school purposes.
- R-4.** The Town and the County desire to proceed pursuant to Chapter 31, Article 2, of Title 15.2 of the Code of Virginia, 1950, as amended, hereinafter referred to as "the Virginia Code," to incorporate within the Town the area identified in the relocated boundary adjustment.

- R-5.** On _____ of 2006 and _____ of 2006, the Town published notice of its intent to enter into such an agreement, and on _____ and _____ of 2006, the County published notice of its intent to enter into such an agreement, both pursuant to Section 15.2-3107 of the Virginia Code, 2005, such notice providing a descriptive summary of the Agreement, the proposed relocated boundary and a statement that a true copy of this Agreement was on file in the Office of Kenneth L. McLawhon, Town Manager, and in the Office of Paul S. McCulla, County Administrator and Clerk of the Board of Supervisors.
- R-6.** The County held a public hearing on _____, 2006 on the boundary adjustment provided for in this Agreement. A copy of the Affidavit certifying publication of the notice of public hearing is attached hereto as **Exhibit B**.
- R-7.** The Town held a public hearing on _____, 2006, and voted on _____, 2006, on the boundary adjustment provided for in this Agreement. A copy of the Affidavit certifying publication of the notice of public hearing is attached hereto as **Exhibit C**.
- R-7.** The Town Council adopted a resolution authorizing the execution of this Agreement, a copy of which is attached hereto as **Exhibit D**.
- R-8.** The Board of Supervisors adopted a resolution authorizing the execution of this Agreement on _____, 2006, a copy of which is attached hereto as **Exhibit E**.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. RELOCATION OF BOUNDARY.

The Town and the County hereby agree pursuant to Section 15.2-3106 of the Virginia Code, to adjust, relocate, and change their common boundary line, being the western-most municipal boundary of the Town, as identified in **Exhibit A**, attached hereto and incorporated herein, to incorporate into the Town 6.1893 acres of the property of the Highland School, Inc., as the same is more thoroughly described in **Exhibit A**.

2. **AUTHORITY.**

The Town has authorized the execution and implementation of this Agreement by resolution of the Town Council, a copy of which is attached hereto as **Exhibit D**. The County has authorized its execution and implementation of this Agreement by resolution of its Board, a copy of which is attached hereto as **Exhibit E**.

3. **PETITION.**

The Town and the County shall jointly petition the Circuit Court of Fauquier County seeking the adjustment of the boundary line. The Town Attorney and the County Attorney are hereby authorized and directed to execute such petition or petitions and all other necessary documentation on behalf of the Town and the County.

4. **PUBLICATION.**

Each party represents and warrants, each to the other, that they have complied with Section 15.2-3107 of the Virginia Code for publication of notice and adoption of this Agreement.

5. **NOTICE.**

The parties agree that the publication of notice shall be attached to the Circuit Court Petition as required under Section 15.2-3108 of the Virginia Code.

6. **FURTHER REQUIREMENTS.**

Each party agrees to perform any and all requirements of Article 2, Chapter 31, Title 15.2 of the Virginia Code.

7. **COSTS.**

The parties understand and agree that all costs associated with this boundary adjustment shall be borne by Highland School, Inc. To the extent that Highland School, Inc., fails to cover the costs for the boundary adjustment, then all costs of all proceedings and advertisements necessary to effect this boundary relocation shall be borne by the Town.

8. **EFFECTIVE DATE.**

The effective date of this Agreement shall be the first day of the month next following the date of entry of an Order of the Circuit Court of Fauquier County as provided in Section 15.2-3108 of the Virginia Code.

9. **VOTING RIGHTS ACT APPROVAL.**

The parties agree to jointly pursue the United States Justice Department's approval of the boundary change pursuant to Section 5 of the Voting Rights Act of 1965, as amended (42 U.S.C. Section 1973).

10. **INTEGRATION AND MODIFICATION.**

- A. This Agreement contains the final and entire agreement between the Town and the County with respect to this boundary adjustment matter hereof and is intended to be an integration of all prior understandings.
- B. The Town and the County shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein.
- C. No change or modification of this Agreement shall be valid unless the same is in writing and signed by both parties.

IN CONSIDERATION of the foregoing, the authorized representatives of the Town and the County have executed this Agreement in duplicate as of the date and year first herein written.

TOWN OF WARRENTON, VIRGINIA

**Kenneth L. McLawhon,
Town Manager**

Attest:

Clerk

Approved as to form:

Town Attorney

FAUQUIER COUNTY, VIRGINIA

Paul S. McCulla
County Administrator

Attest:

Clerk

Approved as to form:

County Attorney